



Customer Care Manual

- One-Year Customer Care Program
- Home Maintenance & Care Tips
- Home Builder's Limited Warranty
- 15-Year Structural Limited Warranty



M/I HOMES

Welcome to Better



M/I HOMES

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Dear Homeowner:

Congratulations on the purchase of your new home. In making this purchase, you join the more than 100,000 individuals and families who have purchased an M/I home since our founding in 1976. Over the years, our company has established a strong reputation for service, design and quality. We are committed to your satisfaction and truly appreciate your confidence in us.

This manual provides important information to help you enjoy and maintain your home for years to come. The manual is divided into four sections. The first section is devoted to an explanation of our One-Year Customer Care Program. This section also includes helpful maintenance and care tips. The second section contains a home maintenance checklist. The third section provides information regarding our Home Builder's Limited Warranty. Finally, the last section of this manual details our 15-Year Structural Limited Warranty.

Please take the time to review this manual. Doing so will help you better understand what is required to properly maintain your home as well as understanding the responsibilities of M/I Homes and the various trades people and suppliers involved in building your home.

Again, congratulations and thank you for choosing M/I Homes.

Sincerely,

Robert H. Schottenstein
Chairman and Chief Executive Officer

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M/I Customer Care Overview

Our representatives are building professionals who are ready to respond to your needs in a prompt and reliable manner. Realizing that a new home contains several thousand components and is constructed by numerous individual trade partners, it is possible that there will be conditions in need of service. Our commitment to you is set forth in the materials and warranties contained in this manual.

One-Year Customer Care Program

During the first year following closing, we will evaluate and, if appropriate, remedy minor problems in your home that might not otherwise be covered by a warranty. Throughout the first year all new homes go through a period of settlement and movement as the home reaches equilibrium. During this time, your home may experience some minor shrinkage, cracking and other events, which are unavoidable and considered normal. While some conditions will be your responsibility as maintenance items, we will remedy certain conditions outlined in this manual. Keep in mind that you are responsible for proper home maintenance.

Home Maintenance Checklist

This checklist is designed to help you keep track of the regular maintenance recommended to keep your home in great condition.

Home Builder's Limited Warranty

A sample copy of the Home Builder's Limited Warranty (the "Home Builder's Warranty") is contained in this manual. The performance standards contained in this manual (the "Performance Standards") will be applied in determining whether a condition might constitute a construction defect covered under the Home Builder's Warranty. Where a Performance Standard is not enumerated for the condition, we will use the other factors referenced and identified in the Home Builder's Warranty to determine if a construction defect is present. During the period of coverage, the Home Builder's Warranty is extended to subsequent owners of the home.

15-Year Structural Limited Warranty Addendum

15-Year Structural Limited Warranty Addendum (the "15-Year Structural Warranty") is contained in this manual. The Performance Standards will also be applied in determining whether a condition might constitute a structural defect covered by the 15-Year Structural Warranty. During the period of coverage, the 15-Year Structural Warranty is extended to subsequent owners of the home.

Manufacturers' Warranties

Certain items in your home (e.g. appliances) are covered by manufacturer's warranties. Copies of these warranties and/or website links will be supplied to you at closing.

M/I Customer Care Visits

New Home Orientation

Within 10 days prior to closing, you will meet with your personal Construction Supervisor for your New Home Orientation to review the proper use and care of all components, appliances and fixtures. The New Home Orientation is your opportunity to note adjustments that may need to be made as contemplated by this manual.

Post Closing Home Visit

Our Customer Care Department will contact you to schedule a convenient time to visit your home after closing (between 90 and 120 days following closing) in order to review any questions or concerns you have about your new home (the "Post Closing Home Visit"). At that time, we will address any problems or concerns covered by our One-Year Customer Care Program or one of our warranties. You may want to prepare a list of questions for your Customer Care Representative to address during your visit.

One-Year Customer Care Program

M/I Homes provides an exclusive One-Year Customer Care Program, which is designed to remedy minor problems in your home that might not otherwise be covered by a warranty. The standards referenced in this section are used solely for the determination of what is covered under the One-Year Customer Care Program, not what is covered by the Home Builder's Limited Warranty, the 15-Year Structural Warranty or any manufacturer's warranty. In addition, each non-warranty repair or adjustment specified herein will be made one time only during your first year of ownership. Keep in mind that you are responsible for proper home maintenance. This section contains many helpful care tips to help you keep your new home functioning properly for years to come.

Interior Components

Baths & Kitchens

Cabinets

We will repair or replace cabinet doors and drawers which are identified as not operating properly at the New Home Orientation. Please note that replacement parts may not match exactly due to the nature of wood. In addition, we will:

- Repair or replace any door or drawer front that warps more than 1/4 inch from the front frame face to the point that the door or drawer warps most when it is in the closed position.
- Repair gaps between cabinets and the wall or ceiling that exceed 1/4 inch.
- Repair or replace cabinet faces that are more than 1/16 inch out of line.
- Make necessary adjustments if cabinet corners are more than 1/8 inch out of line.

Care Tips:

- Clean wood cabinets with products recommended by the manufacturer.
- Clean laminated plastic surface cabinets with mild soap and water and then dry thoroughly. Do not use abrasive cleaners.
- Do not allow wet cloths or water to accumulate near bottom/toe kicks of cabinet bases as they may cause damage.
- Loose hinges should be tightened immediately.
- Drawer glides should be lubricated as needed with a silicone spray.

Countertops

We will correct problems provided they are identified at the New Home Orientation. In addition, we will:

- Make necessary repairs or replacement if countertops are more than 1/4 inch out of level.
- Make necessary repairs or replacement if seams in plastic laminated tops exceed 1/16 inch.

Care Tips:

- Do not place electrical appliances or hot pans on any countertop surface. Use insulated pads.
- Do not use abrasive cleaners or steel wool.
- Clean up household bleach immediately.
- Do not allow wet cloths or water accumulate near the corner of the countertop and back splash or other joints.
- Granite countertops can be sealed to help resist staining.
- Clean countertops with a damp soapy cloth, rinse thoroughly and then dry.
- Corian countertops may need to be buffed to maintain an even sheen.
- Do not use countertops as a cutting board or work bench.
- Caulk to seal dissimilar surfaces or joints especially after the house settles.

Interior Components (continued)

Bathtubs, Sinks and Showers

We will correct problems provided they are noted at the New Home Orientation. Commodes are nationally mandated to be low flow water savers, typically 1.6 gallons per flush. The water flow in the faucets and shower heads is also restricted with water saving devices to conserve water.

Care Tips:

- Sinks, whether corian, marble, china or porcelain on steel, should only be cleaned with a non-abrasive cleaner.
- Do not use bleach on stainless steel.

Porcelain Surfaces

We will correct problems provided they are noted at the New Home Orientation. After closing, you are responsible for caring for porcelain surfaces and for any problems that may arise, including rust spots that appear due to minerals in the water.

Granite Surfaces

Granite is a natural stone and will have color and surface variations. The seams in the granite will be visible due to the natural color. Granite can be chipped by falling pots or pans, or by using it as a butcher block. Natural stone will break or crack if extremely heavy objects fall on the surface. The stone may also crack or break if someone sits, jumps or stands on it. Cracks, chips and bad seams must be noted at the New Home Orientation.

Care Tips:

- We recommend sealing your granite when you move in and every year thereafter to protect against staining.

Vanity Tops

Some small specks and pits in vanity tops are normal due to the manufacturing process. We will repair or replace vanity tops that are cracked, improperly installed or that show excessive specks and pits provided they are noted at the New Home Orientation.

Care Tips:

- The edge of the sink common to the vanity is sealed with caulk and needs to be re-caulked and maintained as does the connection of the side/back splash with the top.

Bathroom and Kitchen Tile

We will replace any cracked tile and secure loose tiles provided they are noted at the New Home Orientation. After closing, it is your responsibility to repair or replace cracked or loose tiles and to re-grout cracks. Use water resistant caulking materials designed for use with tile.

Interior Components (continued)

Caulking

We will repair or replace caulking only if the problem is due to poor workmanship. Should the caulking in your home, including caulking around your bathtub(s), sinks, countertops, windows or doors dry out or separate from the adjoining surface, it is your responsibility to promptly replace it.

Doors and Windows

Interior Doors

We will replace or repair interior doors that warp in excess of 3/8 inch. Doors will be refinished to match existing doors as closely as possible. Seasonal changes may alter your door's positioning and require a minor adjustment.

Bi-fold Doors

We will reinstall any door that comes out of the track.

Care Tips:

- Keep channel of sliding doors and metal thresholds clean for ease of operation and drainage of rainwater.
- Apply silicone or bee wax to the tracks of bi-pass and bi-fold closet doors to make them operate more efficiently.
- Do not use oil (WD 40) on sliding door tracks as this will cause damage to the track and wheel assembly.

Garage Doors

Please refer to the section on Garages.

Exterior Doors

Any chips, dents or gouges will be repaired provided they are noted at the New Home Orientation. Exterior doors will warp to some degree due to temperature changes. We will repair doors that are inoperable or fit poorly due to warping.

Insert panels on exterior doors may shrink and expand, causing raw edges to show. We will supply you with stain or paint during the first year to touch up these areas.

Care Tips:

- Maintain weather stripping, door sweeps and threshold adjustments to avoid drafts and water intrusion.

Interior Components (continued)

Condensation

Condensation occurs wherever warm, moist air comes into contact with colder surfaces such as windows, basement walls or exposed pipes. There is more condensation in homes today because they are built tighter, insulated better and have improved doors and windows that virtually eliminate drafts and other air exchanges in the home. Condensation might range from a little frost on the lower corners of the windows to frost that blocks the entire window. Condensation in the home is usually greatest during the first year because many gallons of water are contained in the materials used in building your new home. If your home was constructed in the fall or winter, the frozen ground does not have a chance to settle appreciably until the spring thaw. Since frozen ground retains moisture longer than wet or dry ground, it can elevate the amount of water in the air of the basement it surrounds. In addition to causes which are a by product of home construction, a family of four can put as much as 18 gallons of water a week into the atmosphere of a home by doing laundry, bathing, showering, cooking and dishwashing.

Condensation is normal and we assume no responsibility for any damage due to condensation.

Care Tips:

- Use exhaust fans in bathrooms to lessen humidity. These fans need to be kept clean for maximum performance.
- If your home is equipped with a humidifier, make sure it is adjusted properly.
- Make sure the clothes dryer is properly connected to the exterior vent and maintained in a clean, clear and unobstructed manner. The connection and the duct will need to be cleaned periodically.
- Use a dehumidifier to reduce humidity.

Screens

We will adjust screens that do not fit or operate properly provided they are identified at the New Home Orientation.

Windows

We will fix windows that fail to operate with reasonable ease or that leak, provided the leakage is not due to extreme weather conditions. You may notice slight drafts around windows during periods of high wind. It is your responsibility to check and maintain weather stripping and caulking.

Glass

We will replace defective or broken glass provided it is noted at the New Home Orientation. All insulated glass is warranted by the manufacturer. Please refer to the information you receive at closing regarding your manufacturer's warranty.

Care Tips:

- When cleaning your windows please refrain from using sharp objects such as razor blades or scrapers and use a generous amount of window cleaner to lubricate the surface and decrease the likelihood of scratches.

Interior Components (continued)

Fireplaces

At your New Home Orientation, check to make sure the damper opens and closes properly. Ventless fireplaces will not have a damper. Before using your fireplace, be sure the damper (if any) is open.

Gas and Direct Vent Fireplaces

Gas and direct vent fireplaces are appliances and are covered by the manufacturer's warranty. Qualified service technicians should be consulted for servicing the equipment. You should regularly clean the firebox walls, log grate and glass. Check the venting system at the top and at the base of the firebox to ensure there are no obstructions.

Floors

Floor squeaks are often a temporary condition common to new homes. We will remedy extreme nail or seam popping, cracked or loose tile and imperfections in the sub flooring. Scratches, gouges, heel marks and other visible surface defects identified at the New Home Orientation will be repaired. We are not responsible for surface defects identified after closing.

Carpets

We will correct or replace carpet that is not uniform in color or carpet seams with visible gaps provided it is noted at the New Home Orientation. In addition, we will:

- Re-stretch carpet or take other corrective action so that wrinkles do not appear in the carpet one time during your first year.
- Correct or repair open seams and reattach carpet to the tack strip.

Care Tips:

- If carpet becomes wet, you should pull back the wet carpet from the tack strip.
- The cleaning residue on adjacent flooring can track onto carpeting and act as an adhesive for dirt, creating a premature wear pattern. Make sure to rinse adjacent laminate or tile flooring after cleaning.
- Carpeting is relatively easy to care for and a regular schedule of vacuuming will go far in maintaining the original appearance for many years. Prompt removal of spots and stains, and regular removal of soil and dirt is recommended. For best results, follow the advice supplied by the manufacturer of the carpet to help maintain the life of the carpet.

Interior Components (continued)

Resilient Flooring

Resilient floors include vinyl, linoleum, cork, asphalt, vinyl asbestos and rubber tile. Your new home may have been equipped with resilient floors in the kitchen and bathroom and in some family rooms. These floors were chosen for their ease of maintenance and their resistance to wear. We will:

- Repair or replace resilient flooring if it becomes unglued or bubbles.
- Repair shrinkage gaps that exceed 1/16 inch in width.
- Correct nail pops that have broken through the surface.
- Repair visible depressions, seams or ridges that exceed 1/8 inch in height or depth.
- Repair flooring if a seam has lifted.

Hardwood Floors

We will correct any scratches or other defects in the hardwood flooring provided they are identified at the New Home Orientation. After closing, you assume responsibility for the condition of the hardwood floors. We will repair separations in excess of 1/8 inch in hardwood flooring. Hardwood floors are very susceptible to changes in air humidity and may require installation of a humidity control device. Please refer to the care and maintenance instructions provided by the hardwood flooring manufacturer which has been included in your closing packet.

Care Tips:

- Do not allow water to stand on wood flooring.
- Keep your pet's nails trimmed to avoid damage to the finish of your hardwood flooring.
- Remove high heeled shoes prior to walking on any hardwood flooring.

Concrete Floors

We will repair or replace floors or slabs in rooms designed for habitability that have pits, depressions or areas of unevenness exceeding 3/8 inch in 32 inches. This does not include basement floors or floors that have been designed for specific drainage purposes.

Interior Components (continued)

Ceramic Tile Flooring

We will replace any cracked tile and secure loose tiles provided they are noted at the New Home Orientation. Ceramic tile flooring may crack or become loose after the closing on your new home. It is your responsibility to repair or replace any loose or cracked tiles. We are not responsible for discontinued patterns or color variations. Cracks in the grouting of ceramic tile joints are commonly due to normal shrinkage conditions. Re-grouting or caulking of these cracks is your maintenance responsibility for the life of the home.

Care Tips:

- The grout used between ceramic tiles can be cleaned using a brush and mild cleaner.
- Grout sealers are available to make grout more resistant to stains. These products can be purchased at home care centers.

Hardware

Hardware

We will repair or replace door handles and locks that do not work properly provided they are noted at the New Home Orientation. Otherwise, you are responsible for the condition and operation of all hardware and fixtures. Exterior fixtures will tarnish. Metal coach lights, door hardware, light fixtures, outside receptacles, as well as garage doors, will fade. These fixtures may need to be replaced every few years.

Care Tips:

- Wipe exterior locks and door handles occasionally with a damp cloth and polish with a soft, dry cloth.
- Lubricate exterior and interior locks periodically. For keyed exterior locks, powdered graphite (dry lubricant) blown into the keyhole and on the latch bolt will ensure smooth operation. For interior locks, use a few drops of sewing machine oil or similar light oil on the latch bolt.

Insulation and Weather Stripping

Insulation

R-value means resistance to heat flow. The higher the R-value, the greater the insulating power. The insulation in your home is installed in accordance with applicable building code requirements.

Interior Components (continued)

Weather Stripping

To help prevent air infiltration into your home, we have applied weather stripping or seals around doors and windows. If you notice open cracks, improperly fitted doors and windows or poorly fitted weather stripping, we will make the necessary adjustments once during your first year of ownership.

Care Tips:

- Check the weather stripping around doors and windows annually and replace weather stripping that is torn or separated.

Interior Trim and Railings

Interior Woodwork

We will make repairs to items provided they are noted at the New Home Orientation. We cannot guarantee that any repair work will match exactly.

Trim and Molding

Trim and molding, including baseboard quarter-round, may separate from the floor leaving a small space that will catch dust and dirt. We will repair or replace any loose trim or molding provided it is noted at the New Home Orientation. In addition, we will:

- Address cracks in joints in or between molding and adjacent surfaces that exceed 1/8 inch in width.
- Address gaps between miter edges in interior trim and molding that exceed 1/8 inch.
- Make necessary repairs or replacement if interior trim has splits that exceed 1/8 inch in width or one inch in length.

Stairs and Railings

At your New Home Orientation, check to make sure railings are sturdy and free of chips or cracks and that steps do not squeak. We will correct problems provided they are noted at the New Home Orientation. In addition, we will repair cracks between interior stair parts that exceed 1/8 inch in width.

Care Tips:

- Avoid the use of abrasive cleaners on metal railings or stairway balustrades. Instead, wipe with a damp cloth.

Interior Components (continued)

Walls and Ceilings

Drywall

We will repair obvious defects, trowel marks and cracked corner bead provided such items are noted at the New Home Orientation. Please keep in mind we do not guarantee paint touch-ups or repainting will match exactly.

Some nail popping or cracking will occur in drywall due to wood shrinkage. We recommend waiting a year (or at least one heating season) before painting or wallpapering rooms to allow your home to settle and for all drywall to completely dry out.

Painted Walls and Ceilings

We will correct any defects in painting on the interior walls, including streaked or missed areas, provided they are identified at the New Home Orientation. Please note we cannot guarantee any repainting will match exactly.

Care Tips:

- For long life and low maintenance cost, paint your home at regular intervals. Areas exposed to direct sunlight and those exposed to steam and condensation may require more frequent painting.
- The paint should be wiped clean (not scrubbed) with a soft sponge and mild soap. No abrasives are to be used in the care of painted walls.

Appliances

All appliances, including refrigerators, ranges, dishwashers, garbage disposals and HVAC systems, are covered by the respective manufacturer's warranties. Please read the owner's manual for each appliance for proper operation, use and care.

Exterior Components

Driveways, Walks, Patios & Steps

Although it is impossible to prevent cracking in concrete or asphalt, we have taken various measures to minimize problems. Cracking is a characteristic of concrete, not a flaw. As the foundation/driveway settle and cure, expand and contract, there may be resulting cracks. Control joints are used to help direct the cracking. We are not responsible for cosmetic blemishes in concrete including flaking, minor cracking, pitting, scaling, spalling and discolorations. We have no control over problems which are due to weather conditions, including severe frost, unequal subgrade settlement, sewers, water ditches, and aggravation from use of salt and other "de-icing" chemicals. You should take certain precautions to help maintain the condition of any concrete or asphalt surfaces. Please refer to the care tips outlined here.

Care Tips:

- Whether your driveway is constructed of asphalt or concrete, consider sealing the driveway surface no less than every other year.
- Pay close attention to ground settlement or soil erosion along the edges of your driveway and walks which can result in cracking.
- Clean spots of oil, gasoline and similar substances immediately with sudsy water and then rinse thoroughly.
- Do not permit heavy equipment (such as concrete trucks or moving vans) to be driven on your driveway.
- Do not drive on new concrete for at least 1 week.
- Do not allow draining water to undermine the slab and cause settlement cracks.
- Do not allow snow and ice to accumulate on the slab.
- Refrain from using de-icing chemicals such as salt for snow and ice removal. Use sand for traction. Tires and shoes pick up salt and de-icing chemicals from the road which will cause pitting on driveways.
- Protect concrete from exposure to all fertilizers used for lawn treatment.
- To help prevent scaling, use a concrete sealer after 30 days of air drying, preferably when the air temperature is above 70 degrees. This will help eliminate water penetration which could contribute to surface scaling during freeze/thaw cycles.
- If your home's driveway has pavers, it will show your driving pattern over time.
- Driving on the edge of a paver driveway will cause the pavers to roll and become uneven.

Asphalt Driveways

We are not responsible for holes, tire marks or grooves in asphalt driveways, or for damage caused by gasoline, oil or sharp objects such as outdoor furniture and motorcycle or bicycle kick stands. We will patch or fill sunken areas which are three inches or more deep. We do not assume the responsibility of resurfacing an entire driveway because of sunken spots.

Exterior Components (continued)

Concrete Driveways, Stoops, Steps and Floors

We will:

- Repair cracks in garage slabs and exterior walks in excess of 1/4 inch.
- Repair or replace concrete stoops, steps or garage floors that settle, heave or separate in excess of one inch from the house structure.
- Repair or replace concrete stoops and porches on which the measurable water depth exceeds 1/4 inch.

Exterior Components

Garages

Floors

It is impossible to prevent concrete floors from settling and cracking. We will repair cracks in excess of 1/4 inch width or 3/8 inch in vertical displacement. We are not responsible for repainting or re-sealing floors following repairs.

Care Tips:

- Once the garage floor cures (usually one year), you may apply a concrete sealer to help prevent pitting and scaling.

Garage Doors

Some snow or water may enter under certain weather conditions. We will adjust your door unless the problem is a result of your installation of an electric garage door opener or improper operation.

Care Tips:

- Operate the door only when properly adjusted and free of obstructions.
- Repairs and adjustments should be performed only by qualified professionals.
- The moving parts on a garage door should be sprayed with silicone periodically. The screws that fasten the hardware should be tightened as needed.

Exterior Components (continued)

Lot, Yard and Landscaping

Lot Stakes

Lot stakes may have been placed to aid in the construction of your home. Do not rely on these stakes to establish property boundaries or to locate any improvements (e.g. fences) on your property.

Easements

Before digging for fencing, tree planting, and other purposes, contact your local utility company. They will be happy to stake the location of utility services.

Site Drainage and Grading

We have established grades and swales to ensure proper drainage away from your home. You are responsible for maintaining such grades and swales. The grade should slope away from the foundation at all times. It is normal for water to stand or pond for a period of time after a rain until it drains, usually no more than 48 hours. However, you may experience standing water in swales which drain other areas or in areas where sump pumps discharge after periods of heavy rain (generally for up to 72 hours). If you install fences, patio or decks, this may impact the drainage grade.

Please keep in mind that backfilled ground will settle. Ground that settles eight inches or less is considered normal. If the ground settles more than eight inches during your first year of ownership, we will fill areas that require more than six yards of topsoil. If less than six yards are required, one time during the first year of ownership we will supply topsoil, but not the labor to spread the soil. You are responsible for the removal and replacement of any grass, shrubs or other landscaping affected by placement of the fill.

Sod

New sod requires substantial and frequent watering. After closing, all subsequent care and maintenance is your responsibility. Proper watering, fertilizing and maintenance are vital to ensuring your new sod will endure long after installation.

Seeded Yards

Seeded yards will yield grass if provided proper care, including watering and fertilization. We cannot promise the seeded lawn will be weed free as other seeds which exist in the soil may germinate. You should use pre-emergent and weed control products the following season. As a part of the natural process, rocks may come to the surface.

Landscaping

The standard landscaping package is guaranteed to be healthy and growing when planted. It is your responsibility to ensure the landscaping plants receive sufficient water and fertilizer during the growing season.

Exterior Components (continued)

Shrubs and Trees

We assume no responsibility for the existing trees or other plant material on the home site or for any damage they may cause due to their root systems, falling branches, or other reasons. Periodic pruning is recommended and irrigation is essential.

Sprinkler System

If your system has an automatic timer, the timer setting should be checked after closing. Irrigation time has been adjusted to properly help the growing process once the sod is installed. Also please check your timer after power outages. The most effective time to water your lawn is just prior to sunrise as the sun evaporates water quickly during the day. Watering at night can cause a fungus which kills grass. It is your responsibility to clean and adjust the sprinkler heads as needed. Damage to sprinkler heads and their related components by lawn mowers and grass trimmers is not covered.

Masonry, Siding, Trim and Exterior Paint

Siding

We will repair or replace siding if the problem is due to defective materials or workmanship. Slight color variations are normal and we will not replace siding as a result thereof.

Vinyl Siding

Vinyl siding is covered by the manufacturers' warranties. We will repair defects on siding provided it is noted at the New Home Orientation. We are not responsible for damage resulting from objects striking the siding or other factors beyond our control, including high winds and distortion caused by the sun's reflection.

Fiber Cement

Fiber cement siding is covered by the manufacturer's warranty.

Cedar Siding and Trim

You can expect minor cracks to occur in cedar siding and trim due to shrinkage of the material. These do not need to be corrected, as they do not alter the structural integrity of the material.

Exterior Components (continued)

Masonry

The masonry walls of your home have been constructed by qualified professionals. However, we do not guarantee each brick, block or stone used in constructing your home is perfect. Surface chips or cracks and slight variations in size, color and placement are normal and do not impact the structural integrity of your home. Weep holes should not be sealed closed and need to remain open and operational.

Stucco

Cracks in stucco finishes are common and unavoidable, and they must be addressed promptly to avoid potential water intrusion. You should inspect the exterior stucco walls of your home for cracks routinely, but at least quarterly, as set forth in the Home Maintenance Checklist. During the first year, we will repair any such cracks that are greater than 1/8 inch, provided you promptly notify us of such cracks. All other cracks are your responsibility to repair.

You should also inspect the exterior caulking of your home routinely, but at least quarterly, as set forth in the Home Maintenance Checklist. Any cracking or separating of the exterior caulking, including areas where stucco adjoins other surfaces, should be addressed promptly to avoid potential water intrusion.

Your failure to inspect and maintain the exterior stucco walls and caulking, and your failure to re-paint as needed as set forth elsewhere in this Customer Care Manual, may result in damage to your home that is not covered by the Home Builder's Warranty.

Care Tips:

- Inspect the exterior stucco walls of your home for cracks routinely, but at least quarterly.
- Promptly repair all cracks in the stucco.
- Inspect the exterior caulking of your home routinely, but at least quarterly.
- Promptly repair any cracking or separating of the exterior caulking.
- Avoid exposing wood and/or stucco surfaces to excessive and prolonged moisture. Ivy or shrubbery planted too near walls tends to promote water retention.
- To help prevent excessive moisture in wood siding, keep sprinklers from hitting the house.

Exterior Trim

We will repair or replace the following:

- Cracks in the joints between exterior trim materials that exceed 3/8 inch in width.
- Exterior trim boards that are twisted in excess of 5/16 inch in eight feet, cupped more than 1/4 inch in 5 1/2 inches or split more than 1/8 inch at any point.
- Joint separations in wood trim exceeding 1/8 inch.

Exterior Components (continued)

Exterior Painting

If repainting is required due to defects in materials or workmanship, we will match the color as closely as possible. We cannot guarantee a perfect color match. Please keep in mind that sunlight causes paint to fade.

There are a number of building materials used for a home's exterior which with contact to the stucco surface may result in minor bleeding or cosmetic transfer. This transfer or bleed is not preventable. Painting your home's exterior every 3-4 years as recommended is the best possible method for bleed or transfer resolution.

Care Tips:

- It is strongly recommended that the home be repainted as needed but not less frequently than every 3 or 4 years. All seams around windows and where two pieces of wood trim abut each other should be sealed with caulking prior to repainting to prevent water intrusion.
- Routinely inspect the exterior trim and windows for cracking and gapping.
- Brilliant and/or dark paint colors may fade more rapidly on southern and western exposures. They will require frequent repainting to maintain their original appearance.
- Follow the manufacturers' recommendations for type of paint to use and for surface preparation.

Roofs, Gutters and Downspouts

Gutters and downspouts

Gutters and downspouts may overflow during a heavy rain. It is your responsibility as a homeowner to keep gutters and downspouts free of leaves, debris, bird nests, toys, and other objects. We will correct problems due to defective materials or workmanship.

Roof flashing

We will repair leaks in roof flashing due to defects in materials or workmanship. We are not responsible for leaks due to natural disasters, severe weather conditions and events beyond our control.

Shingles

Your shingles are covered by the manufacturers' warranty. However, during your first year of ownership, we will repair any leaks caused by defects in materials or workmanship. We are not responsible for leaks due to natural disasters, severe weather conditions and events beyond our control.

Exterior Components (continued)

Roof Tiles

Tile roofs have an asphalt roofing system applied to the sheathing that is the waterproofing part of a tile roof. Concrete tiles cover and help protect against weathering, but are primarily an aesthetic material covering the roof. Concrete roof tiles may crack, chip or spall if walked on or subjected to heavy loads. Be aware that anyone walking on the roof subjects the roof tiles to potential cracking. Manufacturers cannot avoid color shading differences even with the same factory run.

Care Tips:

- Always check for loose, broken or missing shingles or tiles following heavy windstorms and repair as soon as possible.
- If you have to walk on your roof for any reason, be careful not to damage the surface or flashing. Please consider having a professional roofing contractor to regularly inspect your roof.
- When an ice build-up occurs, clean the snow off the roof, particularly at the eaves, and knock ice formations from the eaves and valley ends.

Preventing Water Intrusion

You should take any and all reasonable steps to prevent water intrusion. In the event of any water intrusion, take immediate action to prevent further damage.

Care Tips:

- Keep gutters and downspouts clear of all debris such as leaves and ice. Be sure to keep alert for tennis balls, foreign objects, etc. which may become lodged at the downspout.
- Ensure positive fall away from the foundation, especially near downspouts.
- Maintain a positive grade away from the foundation.
- Inspect annually and maintain all exterior caulk.
- Control humidity in the home. Condensation on windows indicates excessive moisture on the inside and lack of air circulation. Proper thermostat settings and clean filters will assist the system in removing humidity from the home.
- Always use the bath fan when showering or bathing. Allow the fan to operate for several minutes after the water is turned off.
- If your home has a sump pump, it should be tested several times a year for correct operation.
- For homes with a walk-out basement and no sump pump, check the daylight drain to make sure it is free flowing and without obstruction.
- Maintain interior and exterior caulking and weather stripping on windows and doors.
- Promptly remove any water within the home that results from spills, overflows or similar incidents.

Exterior Components (continued)

- Mildew may occasionally appear on the shaded side of the house and can be treated with a mildewcide sprayed on the affected area and allowed to dry.
- After a storm with wind exceeding 30mph there may be water seepage at doors, windows and roof vents. It is your responsibility to dry out these areas to prevent water damage.

Structural Components and Systems

Basements, Foundations, Crawl Spaces and Chimneys

Waterproofing

Due to condensation, humidity and other factors, your basement may be slightly damp. We have taken steps to help guard against water infiltration, including applying waterproofing material around the outside of your foundation and establishing a positive grade away from your home.

Walls and Foundations

Cracks in the foundation of a new home commonly occur due to temperature changes and the settling of the soil upon which the foundation rests. We will repair cracks that exceed 1/8 inch in width or vertical displacement by surface patching or other means. Cracks appearing after these repairs are completed are your responsibility and should be repaired by caulking with a concrete patching material. If a problem with foundation walls requires corrective action, you are responsible for removing and/or replacing any improvements you have made to the foundation walls. We are not responsible for any interior or exterior homeowner improvements or additions, including decks, patios, basement finishes or landscaping.

Crawl Spaces

You should regularly monitor the crawlspace for moisture. Vents should be kept open year round except during extended periods of sub-freezing temperatures. Vapor barriers and crawl drains should be maintained to control crawl space moisture.

Structural Components and Systems

(continued)

Basement Floors

Cracks in basement floors are normal due to the settling of the foundation and temperature changes. We will repair cracks in basement floors that are larger than $\frac{3}{16}$ inch in width or $\frac{3}{16}$ inch in vertical displacement using surface patching or other methods. You are responsible for smaller cracks and should use a tube-type concrete caulking.

Care Tips:

- If you paint the basement floor, use an alkali-resistant product recommended specifically for that purpose. The paint used should permit continued curing of the new floor.
- Do not plant shrubbery too close to the foundation (three feet is a good minimum).
- If the ground settles around the foundation, fill it in to maintain positive drainage away from the foundation.
- Do not water toward the foundation or apply a sprinkler directly to the exterior of the home. Direct spray to the exterior can cause water to seep through the foundation, a problem we cannot remedy.

Carpentry

Dimensional Lumber

You can expect a certain amount of shrinkage in the wood found in joists, studs, framing and rafters. We will repair or replace defective pieces that exceed the following:

- Bow: should not exceed $1\frac{1}{4}$ inch over 14 foot length.
- Crook: should not exceed $\frac{5}{8}$ inch over 14 foot length.
- Twist: should not exceed $1\frac{3}{4}$ inch over 14 foot length.
- Cup: should not exceed $\frac{3}{8}$ inch when compared to a straight line.

We will also replace members of unequal size if they vary in dimension by more than $\frac{1}{2}$ inch. We will repair cracks or splits in joists, studs, framing or rafters if they exceed $\frac{3}{8}$ inch.

Millwork

Molding or trim may shift from their original positions. Joints in the woodwork may open, doors may warp, and cracks may appear in drywall. Shrinkage and expansion of wood due to humidity and dryness may cause joints in millwork to develop separations or gaps. We will repair the following:

- Cracks in the joints in molding or between molding and adjacent surfaces if exceeding $\frac{1}{8}$ inch in width.

Structural Components and Systems

(continued)

- Gaps between cabinets, ceilings or walls that exceed 1/4 inch.
- Cracks in excess of 1/4 inch appearing in joints between exterior trim elements, including siding.

Floors

We will repair the following:

- Wood floor systems that are more than 1/2 inch out of level in a 15-foot area.
- Floors that have more than 3/8 inch ridge or depression within any 32 inch measurement when measured parallel to the joists.

Caulking

All joints and cracks in exterior wall surfaces and around openings have been constructed and caulked to prevent the entry of water. It is your responsibility to inspect, repair or replace caulking.

Wood Decking

We will remedy problems resulting from defective materials or workmanship during your first year of ownership. Some changes in color, fading, cracking or warping are common and natural reactions to weather and age and are beyond our control. Follow a regular preventative maintenance plan to minimize these effects.

Electrical System

Electrical

We will repair or replace any electrical switches, fixtures or outlets that do not function properly if they are noted at the New Home Orientation. You are responsible for replacing or repairing light bulbs, broken light fixtures, switches and outlet covers after closing. Drafts from electrical junction boxes on exterior walls are normal in new home construction. Appliances and other electrical equipment connected to the system at outlets are not considered part of the electrical system.

When electrical outlets fail, it usually means that a circuit breaker has been tripped. Frequent causes are overloading a circuit, short circuits from worn appliance cords, defective plug connections, or the "start-up load" of some electrical motors. The electrical wiring and equipment in your new home are protected by circuit breakers located in a main electrical panel. The circuit breakers are the safety valves of your electrical system. Before calling an electrician, check your circuit breaker panel. We recommend you locate this panel and identify all circuits in writing on the panel soon after moving in and before an emergency occurs.

Structural Components and Systems

(continued)

To renew current, you will need to reset the circuit. If the home is equipped with a circuit breaker system, a switch will have automatically been thrown to the "off" position. In some cases, the circuit breaker may not be in the "off" position because of the manufacturer's design. It will appear to the touch as if the switch is loose. You should move the switch to the "off" position, then switch it back to "on." If the same circuit fails repeatedly, it is essential to locate the cause. If it is the result of a short circuit, as opposed to an appliance overload, repairs should be made by an electrician.

Several circuits in your home have been equipped with a "Ground Fault Circuit Interrupter" ("G.F.C.I."). The purpose of the G.F.C.I. is to provide special protection against possible electrical shocks. The G.F.C.I. is a very sensitive device that can be "tripped" so that the current is turned off at the outlet. Resetting the G.F.C.I. is very simple and can be done right at the outlet. You should familiarize yourself with this circuit and its operation. Repeated tripping of this circuit does not necessarily indicate a problem.

Several receptacles in your home may be protected by arc fault arrestors. The circuit breakers in the electrical panel will trip if any interruption occurs at connection or in the line.

Do not handle cords or fuses or attempt to plug in appliances when your hands are wet or if you are standing on a wet surface. Never touch anything electrical when you are in a tub or shower.

Children should be taught not to touch electrical sockets or fixtures. As a further precaution for small children, wall and baseboard outlets can be covered with adhesive tape when not in use, or secondary outlets can be attached with little expense or trouble. Specially designed child-proof plastic electrical wall outlet covers are available in hardware and electrical supply stores.

Heating and Cooling Systems

Heating and cooling systems are warranted by their respective manufacturers. Problems caused by malfunction of system equipment or appliances are subject to the terms of the manufacturers' warranty. We are responsible for ensuring the heating and electric systems, water heater(s) or heat pump were correctly installed.

At your New Home Orientation, be sure to ask your personal construction supervisor to explain in detail the operation and maintenance of your heating and cooling system. After closing, you are responsible for balancing dampers, registers and for other minor adjustments.

A heat pump combines the functions of heating and cooling into one compact unit and many times allows greater design flexibility within the home. Warm air leaving the registers with a heat pump system will feel much "cooler" to those persons accustomed to gas heat systems. This is normal.

Structural Components and Systems

(continued)

Care Tips:

- Review all manuals supplied by manufacturers for the proper maintenance of the heating and cooling systems.
- Check your circuit breaker and/or furnace fuse before calling a service technician.
- Refer to manufacturers' recommendations for the frequency at which central heating and air conditioning filters should be replaced.
- Refer to manufacturers' instructions for recommended settings for your thermostat.
- Have your central heating/air conditioning system checked and cleaned periodically per manufacturers' instructions.
- Keep registers free of air flow obstructions such as carpets, furniture, etc., for maximum performance.

Air Distribution

The ductwork of your home should distribute air to all designated rooms. At times, you may hear noises from the ductwork that sounds like "ticking" or "cracking." This is caused when the metal is heated and expands, or when it cools and contracts. These noises can be generally expected.

If you are not receiving the distribution you desire, be certain that all room registers are open. If they are, try adjusting the individual dampers on the heat runs in the basement, crawl space or attic. Some heating systems may not have these dampers. In many instances, insufficient heat is caused by a dirty air filter. These filters should be checked monthly and replaced or cleaned when necessary.

Attic Ventilation (Ridge Vents and/or Off-Ridge Vents)

Should the design of your home include an attic, it has been provided with sufficient ventilation to ensure good air exchange. Leaks may appear due to snow or rain being driven through ridge and/or off-ridge vents. It is advisable to check your attic after a severe storm and remove any snow or water. The ridge and/or off-ridge vents have been provided to properly ventilate your house. Do not close off, block or obstruct vents.

Plumbing

We will replace any fixtures or fittings which do not work properly, provided they are noted at the New Home Orientation. Also, if you experience problems with the service connections to municipal water main and private water supplies, we will make the necessary repairs. We are not responsible for community or municipality water pressure or for problems resulting from conditions beyond our control which disrupt or eliminate water supplies.

Structural Components and Systems

(continued)

Noise in the pipes can be caused by a variety of problems. Among the most common are a worn washer, a loose part in a faucet, and steam in the hot water pipe. The condition causing noisy pipes should be corrected promptly because sometimes the noise is accompanied by vibration. A strong vibration can cause the fittings to loosen and leak.

Leaks

Condensation on pipes is normal and is not considered a leak. We will repair or replace a leaking faucet or valve unless the leakage is due to a worn washer.

Clogs

The primary cause of clogs is the introduction of items into the system by the occupants of the home. Improper use of the garbage disposal can also result in clogs. Where defective construction is shown to be the cause, we will assume the cost of the repair; where owner negligence is shown to be cause, the owner shall assume all repair costs.

Disposals

At your New Home Orientation, check to make sure your disposal works correctly. Your disposal falls under the manufacturers' warranty after closing.

Care Tips:

- Before using hot water for the first time, let it run from a faucet a few minutes to clear flux or sediment in the lines.
- In case of a serious water leak, turn off the water at the main water shut-off located at the meter.
- Clean aerators by removing them and then removing any debris. Rinse the washers and screens and replace them in their original order. Generally, it is recommended that you clean them every three or four months.
- Keep all grease, fat and similar wastes, especially petroleum products out of your plumbing system. Such materials tend to accumulate in the piping, reducing its efficiency. In addition, continuous or large-scale usage of this kind can affect municipal or private sewage treatment systems.
- To avoid clogging sewers, do not flush heavy tissue, sanitary products or other materials.
- Turn the temperature down on your hot water tank or switch the tank off prior to going on vacation.
- Drain and flush several gallons of water from your hot-water tank once a year to remove sediment from the tank.
- Do not leave garden hoses connected to exterior spigots during freezing weather.
- Do not use abrasive cleaners on the smooth, glossy surfaces of plumbing fixtures.
- The back flow preventers required by some municipalities require annual service.
- Periodically inspect and tighten water pipe connections under sinks.
- Tankless water heaters should be flushed as per manufacturer's specifications.

Welcome home. Home Maintenance Checklist.

INITIAL MOVE-IN

MAINTENANCE TASK	PAGE	CHECK LIST
Read Homeowner's Manual		<input type="radio"/> ___
Water sod daily (at least for the first 14-30 days, depending on the weather)	14, 15	<input type="radio"/> ___
Before first use, run gas furnace, gas stove, and gas fireplace to release normal startup fumes	7, 11, 22	<input type="radio"/> ___
Purchase and install dehumidifier to prevent basement dampness	6, 18	<input type="radio"/> ___
Purchase and install proper gutter covers to prevent debris build-up (optional but recommended)	17	<input type="radio"/> ___
Seal all grout on floor/wall (showers, baths, floors)	9	<input type="radio"/> ___

QUARTERLY

MAINTENANCE TASK	PG	SPRING	SUMMER	FALL	WINTER
Inspect foundation for water penetration	18, 19, 20	<input type="radio"/> ___	<input type="radio"/> ___	<input type="radio"/> ___	<input type="radio"/> ___
Check dryer exhaust vent for connections and blockage	11	<input type="radio"/> ___	<input type="radio"/> ___	<input type="radio"/> ___	<input type="radio"/> ___
Check washing machine hose connections for drips, cracks and dry rot (refer to appliance owner's manual)	11	<input type="radio"/> ___	<input type="radio"/> ___	<input type="radio"/> ___	<input type="radio"/> ___
Clean and lubricate sliding glass door and window tracks	5	<input type="radio"/> ___	<input type="radio"/> ___	<input type="radio"/> ___	<input type="radio"/> ___
Inspect and caulk interior and exterior cracks, doors, windows, penetrations; paint as needed	5, 16, 17, 21	<input type="radio"/> ___	<input type="radio"/> ___	<input type="radio"/> ___	<input type="radio"/> ___

YEARLY

MAINTENANCE TASK	PG	SPRING	SUMMER	FALL	WINTER
Oil garage door(s)	13			<input type="radio"/> ___	
Replace smoke and fire alarm batteries		<input type="radio"/> ___		<input type="radio"/> ___	
Inspect and clean fireplace and chimney (prior to burn season on masonry chimney only)	7		<input type="radio"/> ___		
Clean and adjust humidifier on furnace	23	<input type="radio"/> ___			
Drain 3-5 gallons from your hot water heater	24				<input type="radio"/> ___
Service furnace and air-conditioner	23			<input type="radio"/> ___	
Inspect weather stripping around doors and replace as needed prior to cold season	10			<input type="radio"/> ___	
Maintain 3' between foundation and all trees and shrubs	14	<input type="radio"/> ___			
Clean gutters and downspouts	17		<input type="radio"/> ___		
Check drainage around exterior of home	14	<input type="radio"/> ___			
Sealcoat garage floor (after first year)	13		<input type="radio"/> ___		
Sealcoat driveway every few years	12		<input type="radio"/> ___		
Perform pest control as recommended for your geographic area		<input type="radio"/> ___			
Pressure wash exterior of house as needed, caulk and paint crack			<input type="radio"/> ___		
Clean/vacuum heating ducts, grills, registers (based on allergies and pets)	23			<input type="radio"/> ___	
Fix loose or cracked caulking around tiles, sinks, tubs, showers, toilets and counters	4, 5			<input type="radio"/> ___	
Remove ice build-up, snow or debris from roof to prevent ice-damming	17, 18				<input type="radio"/> ___
Change furnace filter (based on filter purchased)	23			<input type="radio"/> ___	

The Warranty Period

The Warranty Period for the Home Builder's Limited Warranty varies based on applicable laws in the state where your home is located. The Warranty Period in the states where M/I builds homes is as follows:

Florida 10 years	Michigan 6 years	North Carolina 6 years
Illinois 10 years	Minnesota 10 years	South Carolina 8 years
Indiana 10 years	Ohio 10 years	
Kentucky 7 years	Virginia 5 years	
Maryland 10 years	Wisconsin 7 years	

HOME BUILDER'S LIMITED WARRANTY

Administered by Professional Warranty Service Corporation ("PWC")

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Binding Arbitration Request Form

Subsequent Home Buyer Acknowledgment and Transfer form

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY EITHER PARTY

Throughout this **HOME BUILDER'S LIMITED WARRANTY**, referred to hereinafter as the "**LIMITED WARRANTY**", the words "**YOU**" and "**YOUR**" refer to the **HOMEOWNER**, including any subsequent owners, and, where applicable, a **HOMEOWNERS ASSOCIATION**. The words "**WE**", "**US**" and "**OUR**" refer to the **BUILDER**. The other words and phrases which appear in boldface uppercase type also have special meaning. Refer to the **Section IX. Definitions**, so that **YOU** will understand the terminology applicable to this **LIMITED WARRANTY**.

This **LIMITED WARRANTY** establishes an agreed method for determining when a **CONSTRUCTION DEFECT** exists and a clear understanding of **OUR** responsibilities for remedying any such **CONSTRUCTION DEFECT**. This **LIMITED WARRANTY** also helps distinguish a **CONSTRUCTION DEFECT** that is **OUR** responsibility from those minor imperfections that can reasonably be expected in a **HOME** or the **COMMON ELEMENTS**, or that result from normal wear and tear or the neglect of routine **HOMEOWNER** or **HOMEOWNERS ASSOCIATION** maintenance responsibilities.

This **LIMITED WARRANTY** contains the procedures **YOU** must use to notify **US** of a condition in **YOUR HOME** or the **COMMON ELEMENTS** which **YOU** believe may constitute a **CONSTRUCTION DEFECT**. In the event a condition occurs in the **HOME** or the **COMMON ELEMENTS** that **YOU** believe may constitute a **CONSTRUCTION DEFECT**, **YOU** agree to submit any request for warranty performance in accordance with the procedure described in this **LIMITED WARRANTY**. Based on the information **YOU** provide and, where **WE** deem it necessary, information obtained from **OUR** onsite investigation, inspection and/or testing of the **HOME** or the **COMMON ELEMENTS**, **WE** will determine whether **WE** agree with **YOU** that the condition constitutes a **CONSTRUCTION DEFECT**. If **WE** determine that the condition reported by **YOU** is a **CONSTRUCTION DEFECT**, **WE** will remedy the condition in accordance with the remedies prescribed in this **LIMITED WARRANTY**. **WE** will make this determination in accordance with **Section II, OUR Warranty Obligations**, contained in this **LIMITED WARRANTY**.

THIS **LIMITED WARRANTY** PROVIDES THAT ANY AND ALL CLAIMS AND DISPUTES BETWEEN **YOU** AND **US** WHICH **YOU** AND **WE** ARE UNABLE TO RESOLVE BY MUTUAL AGREEMENT, SHALL BE RESOLVED SOLELY AND EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE TERMS AND PROCESS DESCRIBED WITHIN THIS DOCUMENT. BY THIS AGREEMENT, BOTH **YOU** AND **WE** ARE WAIVING THE RIGHT TO LITIGATE DISPUTES IN COURT.

To the extent permitted by law, all express or implied warranties other than this **LIMITED WARRANTY**, including any oral or written statement or representation made by **US** or any other person, and any implied warranty of habitability, merchantability or fitness for a particular purpose, are hereby disclaimed by **US** and are waived by **YOU**. **YOUR** only remedy in the event of a **CONSTRUCTION DEFECT** in or to the **HOME** or the **COMMON ELEMENTS** or to the real property on which the **HOME** or the **COMMON ELEMENTS** is situated is that provided to **YOU** under this **LIMITED WARRANTY**.

Enclosed with this **LIMITED WARRANTY** is a Limited Warranty Validation Form. The Limited Warranty Validation Form is a part of the **LIMITED WARRANTY** and provides the dates on which the warranty coverage period begins and expires. It is important that this form be retained with the **LIMITED WARRANTY**.

WE have contracted with **PWC** for certain administrative services relative to this **LIMITED WARRANTY**. **PWC's** sole responsibility is to provide administrative services as set forth herein. Under no circumstances or conditions is **PWC** responsible for fulfilling **OUR** obligations under this **LIMITED WARRANTY**.

There may be instances where an additional **PWC** administered Builder's Limited Warranty is issued together with this **LIMITED WARRANTY**. If both of these warranties are issued to **YOU**, **YOU** agree to request warranty performance under either warranty relative to warrantable issues on the **HOME** or the **COMMON ELEMENTS**. **YOU** may not collect twice relative to the same issue.

If any provision of this **LIMITED WARRANTY** is determined to be unenforceable, such a determination will not

warranty performance under either warranty relative to warrantable issues on the **HOME** or the **COMMON ELEMENTS**. **YOU** may not collect twice relative to the same issue.

If any provision of this **LIMITED WARRANTY** is determined to be unenforceable, such a determination will not affect the remaining provisions. If this **LIMITED WARRANTY** or any provision herein is determined to be unenforceable as to a **HOMEOWNERS ASSOCIATION** or a specific **HOMEOWNER**, such a determination will not affect the enforceability of this **LIMITED WARRANTY** or such provision as to any other **HOMEOWNERS ASSOCIATION** or any other **HOMEOWNER**. Any dispute as to the enforceability of any provision of this **LIMITED WARRANTY**, including any dispute as to the scope or enforceability of the arbitration provision contained herein, shall be determined by binding arbitration as provided for in this **LIMITED WARRANTY**.

I. Warranty Coverage

Coverage under this **LIMITED WARRANTY** is expressly limited to **CONSTRUCTION DEFECTS** which occur during the **WARRANTY PERIOD** indicated on the Limited Warranty Validation Form and which are reported by **YOU** in accordance with the notification requirements of **Section VI. Procedure to Request US To Perform Under This LIMITED WARRANTY**. **OUR** obligations under this **LIMITED WARRANTY** apply to workmanship actually performed and materials actually installed in the **HOME** or the **COMMON ELEMENTS**. Any failure by **US** to complete construction of the **HOME** or **COMMON ELEMENTS**, where such failure is apparent and obvious, is not covered by this **LIMITED WARRANTY** and is not a **CONSTRUCTION DEFECT**.

During the **WARRANTY PERIOD** indicated on the Limited Warranty Validation Form, **WE** warrant that the **HOME** and the **COMMON ELEMENTS** will be free of **CONSTRUCTION DEFECTS**. **OUR** obligation to perform under this **LIMITED WARRANTY** requires that **WE** must receive written notice from **YOU** of the alleged **CONSTRUCTION DEFECT** as soon as reasonably possible after **YOU** become aware of a **CONSTRUCTION DEFECT** but not later than thirty (30) days after the expiration of the coverage. Telephonic or face-to-face discussion is not a substitute for required written notice and will not protect **YOUR** rights under this **LIMITED WARRANTY** (see **Section VI. Procedure to Request US To Perform Under This LIMITED WARRANTY**).

II. OUR Warranty Obligations

Upon **OUR** timely receipt of written notice from **YOU** alleging a **CONSTRUCTION DEFECT** during the **WARRANTY PERIOD**, **WE**, or parties acting on **OUR** behalf, will, where **WE** deem it necessary, inspect, investigate and/or test (including destructive testing) the condition alleged to be a **CONSTRUCTION DEFECT**. If **WE** determine that a **CONSTRUCTION DEFECT** exists, **WE**, or parties acting on **OUR** behalf, will (1) repair or replace the **CONSTRUCTION DEFECT**, (2) pay to **YOU** the actual amount it would cost **US** to repair or replace the **CONSTRUCTION DEFECT**, or (3) pay to **YOU** an amount equal to the diminution in fair market value caused by the uncorrected **CONSTRUCTION DEFECT**. Subject to the limitations described in **Section IV. Coverage Limitations**, if the **HOME** is rendered temporarily uninhabitable by a **CONSTRUCTION DEFECT** or by work necessary to repair a **CONSTRUCTION DEFECT**, **WE** shall pay the reasonable cost for **YOUR** alternate shelter until the **HOME** is restored to a habitable condition. Additionally, in connection with **OUR** remedy of a **CONSTRUCTION DEFECT**, and subject to the limitations described in **Section IV. Coverage Limitations**, **WE** shall repair, replace or pay the reasonable cost for:

- Those surfaces, finishes and coverings that are part of the **HOME** and that are damaged directly by a **CONSTRUCTION DEFECT** or that are damaged in the course of **OUR** repair of a **CONSTRUCTION DEFECT**.
- Home furnishings, carpet or personal property damaged directly by the **CONSTRUCTION DEFECT**.

The decision to repair, replace, or to make payment in lieu of repair or replacement is at **OUR** or **OUR** authorized representative's sole discretion. These remedies are **OUR** only obligations under this **LIMITED WARRANTY**.

A. Standards By Which the Existence of a CONSTRUCTION DEFECT Will Be Determined:

The following factors will be considered in determining whether a condition constitutes a **CONSTRUCTION DEFECT**. If **WE** dispute the existence of a **CONSTRUCTION DEFECT** and that dispute is submitted to binding arbitration, the parties agree these same factors will be considered by the arbitrator:

1. Any performance standards, tolerances or guidelines contained in documents provided to **YOU** by **US** at or prior to closing on the **HOME** or, in the case of a **HOMEOWNERS ASSOCIATION**, prior to transferring title or control to all the **COMMON ELEMENTS**. In the absence of a specific standard, tolerance or guideline in the documents for a condition occurring during the first year of the **WARRANTY PERIOD**, the Residential Construction Performance Guidelines published by the National Association of Home Builders, in effect at the time of construction of the **HOME** or, in the case of the **HOMEOWNERS ASSOCIATION**, at the time of construction of the **COMMON ELEMENTS**, shall apply. If no specific standard, tolerance or guideline is contained in any of the documents identified above, generally accepted local building practices and standards shall apply;
2. Consideration as to whether the condition:
 - materially affects the structural integrity of the **HOME** or **COMMON ELEMENTS**; or
 - has an obvious and material negative impact on the appearance of the **HOME** or **COMMON ELEMENTS**; or
 - jeopardizes the life or safety of the occupants of the **HOME** or the users of the **COMMON ELEMENTS**; or
 - results in the inability of the **HOME** or a **COMMON ELEMENT** to provide the functions that can reasonably be expected in such a **HOME** or **COMMON ELEMENT**.
3. Consideration as to whether a condition is the result of normal wear and tear. Conditions that are normal wear and tear, or that are caused by normal wear and tear are not **CONSTRUCTION DEFECTS**;
4. Consideration as to whether the condition was caused by, or in any way resulted from, the failure of the **HOMEOWNER** or **HOMEOWNERS ASSOCIATION** to perform normal or routine maintenance. Any condition that is determined to be a **HOMEOWNER** or **HOMEOWNERS ASSOCIATION** maintenance issue, or any condition that results from improper or inadequate **HOMEOWNER** or **HOMEOWNERS ASSOCIATION** maintenance, is not a **CONSTRUCTION DEFECT**;
5. Consideration as to whether the condition was caused by persons or entities other than **US** or someone acting on **OUR** behalf. Damage caused by persons or entities other than **US** or someone acting on **OUR** behalf is not a **CONSTRUCTION DEFECT**. For example, a large, visible scratch on marble tile in the entry foyer that was not noted in the pre-closing walk through inspection, but was reported after furniture was moved into the **HOME**, will not be considered a **CONSTRUCTION DEFECT**;
6. Recognition that any condition resulting directly or indirectly from or worsened by changes, additions, alterations or other actions or omissions by persons or entities other than **US** or someone acting on **OUR** behalf, will not be considered a **CONSTRUCTION DEFECT** (this includes, for example, changes to the topography, drainage or grade of the property);
7. Any **Exclusions** contained in this **LIMITED WARRANTY**.

III. Homeowner Maintenance Obligations

Maintenance of the **HOME** and the **COMMON ELEMENTS** is **YOUR** responsibility. All homes and common elements require periodic maintenance to prevent premature deterioration, water intrusion, and to ensure adequate performance of the **SYSTEMS**. **WE** will make a "Homeowner Maintenance Manual" or similar publication available to **YOU** upon request. Whether from this document or others that are readily available to **YOU**, **YOU** must understand and perform the maintenance that the **HOME** and **COMMON ELEMENTS** require. **WE** are not responsible for **HOME** or **COMMON ELEMENTS** maintenance issues or for damage that results from **YOUR** failure to maintain the **HOME** or the **COMMON ELEMENTS**.

IV. Coverage Limitations

Surfaces, finishes and coverings in the **HOME** which require repair due to damage caused by a **CONSTRUCTION DEFECT**, or such damage caused in the course of **OUR** repair of a **CONSTRUCTION DEFECT**, shall be repaired and restored to approximately the same condition as existed prior to the **CONSTRUCTION DEFECT**, but not necessarily to a like new condition. When repairing or replacing surfaces, finishes and coverings, the repair or replacement will attempt to achieve as close a match with the original surrounding areas as is reasonably possible, but an exact match cannot be guaranteed due to such factors as fading, aging and unavailability of the same materials.

Home furnishings, carpet or personal property damaged by a **CONSTRUCTION DEFECT** shall be repaired or replaced at market value of the item at the time of damage. "Market value" shall mean the amount it would cost to repair or replace the damaged item with material of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

Alternate shelter during such time as the **HOME** is uninhabitable due to a **CONSTRUCTION DEFECT** or uninhabitable during work to repair a **CONSTRUCTION DEFECT**, shall be limited to those shelter costs expressly pre-approved by **US** or **OUR** designated representative.

V. Exclusions

- A. This **LIMITED WARRANTY** does not cover:
1. Any loss or damage resulting, either directly or indirectly, from the following causes, or occurring in the following situations:
 - a. Fire (unless caused by a **CONSTRUCTION DEFECT**);
 - b. Lightning;
 - c. Explosion (unless caused by a **CONSTRUCTION DEFECT**);
 - d. Riot and Civil Commotion;
 - e. Smoke (unless resulting from a **CONSTRUCTION DEFECT**);
 - f. Hail;
 - g. Aircraft;
 - h. Falling Objects;
 - i. Vehicles;
 - j. Floods;

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- k. Earthquake;
 - l. Landslide or mudslide originating on property other than the **HOME** or the **COMMON ELEMENTS** or other property developed by the **BUILDER**;
 - m. Mine subsidence or sinkholes;
 - n. Changes in the underground water table not reasonably foreseeable by the **BUILDER**;
 - o. Volcanic eruption; explosion or effusion;
 - p. Wind including:
 - (i). Gale force winds;
 - (ii). Hurricanes;
 - (iii). Tropical storms;
 - (iv). Tornadoes;
 - (v). Rain or water intrusion or moisture within the **HOME** resulting from any wind forces described in p. (i) – (iv) above.
 - q. Insects, animals or vermin;
 - r. Changes to the grading of the ground, or the installation or alteration of improvements such as drain or gutter outlets by anyone other than **US** or **OUR** agents, or subcontractors which results in surface drainage towards the **HOME**, or other improper drainage that permits water to pond or become trapped in localized areas or against the foundation;
 - s. Changes, additions, or alterations made to the **HOME** or the **COMMON ELEMENTS** by anyone after the **WARRANTY PERIOD** begins, except those made or authorized by **US**;
 - t. Any defect in material or workmanship supplied by anyone other than **US** or **OUR** agents, or subcontractors, including any loss or damage to the **HOME** or the **COMMON ELEMENTS** resulting from material or workmanship supplied by anyone other than **US** or **OUR** agents, or subcontractors;
 - u. Improper maintenance, negligence or improper use of the **HOME** or the **COMMON ELEMENTS** by **YOU** or anyone other than **US** that results in rot, dry rot, moisture, rust, mildew or any other damage;
 - v. Dampness or condensation due to **YOUR** failure to maintain adequate ventilation;
 - w. Damage resulting from the weight and/or performance of any type of waterbed or other furnishings which exceeds the load-bearing design of the **HOME** or the **COMMON ELEMENTS**;
 - x. Normal wear and tear or normal deterioration of materials;
 - y. Economic damages due to the **HOME'S** or the **COMMON ELEMENTS'** failure to meet expectations of the **HOMEOWNER** or **HOMEOWNERS ASSOCIATION**.
2. Any loss or damage resulting from the actual, alleged or threatened discharge, dispersal, release or escape of **POLLUTANTS**. **WE** will not cover costs or expenses arising from the uninhabitability of the **HOME** or the **COMMON ELEMENTS** or health risk due to the proximity of **POLLUTANTS**. **WE** will not cover costs, or expenses resulting from the direction of any governmental entity to test, clean-up, remove, treat, contain or monitor **POLLUTANTS**;
 3. Any loss or damage resulting from the effects of electromagnetic fields (EMF's) or radiation;
 4. Any damage to personal property that does not result from a **CONSTRUCTION DEFECT**;
 5. Any **CONSEQUENTIAL OR INCIDENTAL DAMAGES**;
 6. Any **CONSUMER PRODUCTS**;
 7. Any **CONSTRUCTION DEFECT** as to which **YOU** have not taken timely and reasonable steps to protect and minimize damage after **WE** or **OUR** authorized representative have provided **YOU** with authorization to prevent further damage;

8. Any damage to the extent it is incurred after or as a result of **YOUR** failure to notify **US** in the manner and time required under this **LIMITED WARRANTY**;
 9. Any costs or obligations paid or incurred by **YOU** in violation of **Section VI. C.** below;
 10. Any non-conformity with local building codes, regulations or requirements where the condition does not meet the definition of a **CONSTRUCTION DEFECT**. While **WE** acknowledge **OUR** responsibility to build in accordance with applicable building codes, this **LIMITED WARRANTY** does not cover building code violations in the absence of a **CONSTRUCTION DEFECT**;
 11. Any deviation from plans and specifications where the condition does not meet the definition of a **CONSTRUCTION DEFECT**.
- B. OUR LIMITED WARRANTY** does not cover any **CONSTRUCTION DEFECT** which would not have occurred in the absence of one or more of the excluded events or conditions listed in the Exclusions above, regardless of:
1. The cause of the excluded event or condition;
 2. Other causes of the loss or damage; or
 3. Whether other causes acted concurrently or in any sequence with the excluded event or condition to produce the loss or damage.

VI. Procedure to Request US To Perform Under This LIMITED WARRANTY

If **YOU** become aware of a condition that **YOU** believe is a **CONSTRUCTION DEFECT** under this **LIMITED WARRANTY**, **YOU** have the following responsibilities:

A. Notification

YOU must notify **US** in writing as soon as reasonably possible after **YOU** become aware of a condition that **YOU** believe may constitute a **CONSTRUCTION DEFECT**, but in no event may **YOUR** written notice of a **CONSTRUCTION DEFECT** or **YOUR** written request for warranty performance be received by **US** later than thirty (30) days after this **LIMITED WARRANTY** has expired. This extended period for providing notice of a **CONSTRUCTION DEFECT** shall not operate to extend the **WARRANTY PERIOD**.

If the written notice is received by **US** more than thirty (30) days after the expiration of this **LIMITED WARRANTY**, **WE** shall have no obligation to remedy the **CONSTRUCTION DEFECT**. Because of the importance of this written notice requirement, **WE** recommend that notice always be sent by Certified Mail, return receipt requested, in order to establish a record.

B. Cooperate With US

YOU must give **US** and any third parties acting on **OUR** behalf reasonable help in inspecting, investigating, testing (including destructive testing), monitoring, repairing, replacing or otherwise correcting an alleged **CONSTRUCTION DEFECT**. Help includes, but is not limited to, granting reasonable access to the **HOME** or **COMMON ELEMENTS** for the forgoing purposes. If **YOU** fail to cooperate or provide **US** reasonable access to the **HOME** or **COMMON ELEMENTS**, **WE** will have no further obligation under this **LIMITED WARRANTY**.

C. Do Not Make Voluntary Payments

PWC FORM NO. 117 SAMPLE Rev. 01/2007

YOU agree not to make any voluntary payments or assume any obligations or incur any expenses for the remedy of a condition **YOU** believe is a **CONSTRUCTION DEFECT** without prior written approval from **US**, or other parties authorized to act on **OUR** behalf. **WE** will not reimburse **YOU** for costs incurred where **YOU** did not obtain prior written approval.

However, **YOU** may incur reasonable expenses in making repairs in an **EMERGENCY CONDITION** without prior written approval, provided the repairs are solely for the protection of the **HOME** or **COMMON ELEMENTS** from further damage or to prevent an unsafe living condition and provided **YOU** notify **US** as soon as is reasonably possible. To obtain reimbursement for repairs made during an **EMERGENCY CONDITION**, **YOU** must provide **US** with an accurate written record of the repair costs.

D. Sign A Release

When **WE** or a third party acting on **OUR** behalf have completed repairing, replacing or paying **YOU** as to any **CONSTRUCTION DEFECTS** and related damage covered by this **LIMITED WARRANTY**, **YOU** may be requested to sign a full release of **OUR** obligation for the **CONSTRUCTION DEFECTS**. The release shall be applicable to the **CONSTRUCTION DEFECTS** and shall not prevent **YOU** from notifying **US** should **YOU** become aware of a subsequent **CONSTRUCTION DEFECT**.

E. If YOU Disagree With US

If **YOU** believe **WE** have not satisfactorily responded to **YOUR** request for warranty performance or satisfactorily worked with **YOU** to resolve any other claim or dispute between **YOU** and **US**, **YOU** should provide written notice to **PWC** requesting Mediation. Upon **PWC's** receipt of written notice from **YOU**, **PWC** may review and mediate **YOUR** request. **PWC** may communicate with **YOU**, **US**, and any other individuals or entities that **PWC** believes may possess relevant information. If after forty-five (45) days, **PWC** is unable to successfully mediate **YOUR** claim or dispute, or at any earlier time when **PWC** determines that **YOU** and **WE** are at an impasse, **PWC** will notify **YOU** that **YOUR** request remains unresolved and that **YOU** may elect to initiate binding arbitration. Binding arbitration as described in the following section is the sole remedy for the resolution of disputes between **YOU** and **US**.

VII. Binding Arbitration Procedure

Following commencement of the **WARRANTY PERIOD**, any claim, controversy or dispute (hereafter collectively referred to as "dispute") between **YOU** and **US**, or parties acting on **YOUR** or **OUR** behalf, including **PWC**, and any successor, or assign of either **YOU** or **US**, which relates to or arises from this **LIMITED WARRANTY**, or the design or construction of the **HOME** or the **COMMON ELEMENTS**, or the sale of the **HOME** or transfer of title to the **COMMON ELEMENTS**, will be resolved solely by binding arbitration and not through litigation in court before a judge or jury. This agreement to arbitrate is intended to inure to the benefit of, and be enforceable by, **OUR** contractor, subcontractors, agents, vendors, suppliers, design professionals, materialmen, and any of **OUR** direct or indirect subsidiaries or related entities alleged to be responsible for any **CONSTRUCTION DEFECT**. Disputes subject to binding arbitration include, but are not limited to:

- A. Any disagreement that a condition in the **HOME** or the **COMMON ELEMENTS** is a **CONSTRUCTION DEFECT**;
- B. Any disagreement as to the method or scope of repair required to correct a **CONSTRUCTION DEFECT** or whether a **CONSTRUCTION DEFECT** has been corrected in compliance with this **LIMITED WARRANTY**;
- C. Any alleged breach of this **LIMITED WARRANTY**;

- D. Any alleged violation of consumer protection, unfair trade practice, or any other statute;
- E. Any allegation of negligence, strict liability, fraud, and/or breach of duty of good faith, and any other claims arising in equity or from common law;
- F. Any dispute concerning the interpretation of this arbitration provision or the arbitrability of any issue;
- G. Any dispute concerning the timeliness of **OUR** performance and/or **YOUR** notifications under this **LIMITED WARRANTY**;
- H. Any dispute as to the payment or reimbursement of the arbitration filing fee;
- I. Any dispute as to whether this **LIMITED WARRANTY**, or any provision hereof, including, but not limited to, this arbitration clause and any waiver hereunder, is enforceable;
- J. Any other claim arising out of or relating to the sale, design or construction of **YOUR HOME** or the **COMMON ELEMENTS**, including, but not limited to any claim arising out of, relating to or based on any implied warranty or claim for negligence or strict liability not effectively waived by this **LIMITED WARRANTY**.

The arbitration shall be conducted by DeMars and Associates, Ltd. (www.demarsassociates.com) pursuant to its Construction Arbitration Program ("CAP"), or by such other neutral, independent arbitration service that **PWC** shall appoint. If **YOU** object to the arbitration service appointed by **PWC**, **YOU** must so inform **PWC**, in writing, within ten (10) days of **YOUR** receipt of **PWC's** written notice informing **YOU** of the appointed arbitration service. **PWC** will then appoint an alternative neutral arbitration service provider. If **YOU** object to this alternative provider and if **YOU** and **WE** are unable to agree on another alternative, then either party may, pursuant to the applicable provisions of the Federal Arbitration Act (9 U.S.C. § 1, *et seq.*), apply to a court of competent jurisdiction to designate an arbitration service provider, which designation shall be binding upon the parties. Selection of the arbitrator shall be the responsibility of the appointed arbitration service. The rules and procedures of the arbitration service, including its rules and procedures pertaining to its selection of the arbitrator who will conduct the arbitration, that are in effect at the time the request for arbitration is submitted will be followed unless the parties expressly agree otherwise. **PWC** will obtain and provide to **YOU** and **US**, upon request, the rules and procedures of the arbitration organization appointed to administer the arbitration. The arbitration service finally appointed or designated as aforesaid shall administer the arbitration of any and all disputes required to be joined under the law.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and interpreted under the Federal Arbitration Act now in effect and as it may be hereafter amended (the "FAA") to the exclusion of any inconsistent state law, regulation or judicial decision. The award of the arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

Each party shall bear its own attorney's fees and costs (including expert's costs) for the arbitration. If **YOU** initiate the arbitration request, the arbitration filing fee and other fees charged by the arbitration service shall be divided and paid equally by **YOU** and **US**, unless **YOU** and **WE** have otherwise agreed in writing to a different allocation. If **WE** initiate the request for arbitration, **WE** shall pay the entire arbitration filing fee as well as all other fees charged by the arbitration service.

As part of any arbitration award, the arbitrator may, at his/her discretion, direct that **WE** reimburse **YOU** some or all of the arbitration filing fee and other arbitration fees **YOU** paid to the arbitration service, but under no circumstances shall **YOU** be required to reimburse **US** any portion of the arbitration filing fee and other arbitration fees **WE** paid.

Arbitration filing fees and other arbitration fees vary among arbitration service providers. Before submitting a Binding Arbitration Request Form, **YOU** may contact **PWC** to obtain information on the fees charged by the appointed arbitration service provider. The arbitration service's filing fee and other arbitration fees in effect at the time arbitration is requested shall apply.

The process for initiating arbitration is described below.

Step 1 The Initiating Party Completes A Binding Arbitration Request Form And Mails It To **PWC** Along With Their Share Of The Arbitration Filing Fee. A Binding Arbitration Request Form is attached to this **LIMITED WARRANTY**. **YOUR** Binding Arbitration Request Form must be received by **PWC** no later than ninety (90) days after the **WARRANTY PERIOD** expires. Please Note that while **YOU** have ninety (90) days after the **WARRANTY PERIOD** expires to file for arbitration, this time period does not extend the **WARRANTY PERIOD** for **CONSTRUCTION DEFECTS**. Additionally, no investigation, inspection, testing, repair, replacement, or payment, nor any promise of same by **US** under this **LIMITED WARRANTY**, nor any dispute resolution efforts, shall extend the term of this **LIMITED WARRANTY** or extend or toll any statutes of limitations or any of **YOUR** rights or remedies.

Step 2 The Arbitration Service Will Arrange For The Arbitration. The arbitrator or arbitration organization will notify **YOU** and **US** of the time, date and location of the arbitration hearing. If the dispute involves the allegation of a **CONSTRUCTION DEFECT** or **OUR** performance under this **LIMITED WARRANTY**, most often the hearing will be conducted at the **HOME** or, if applicable, the location of the **COMMON ELEMENTS**. Other disputes between **YOU** and **US** that are subject to arbitration, but which do not include a **CONSTRUCTION DEFECT** claim, may be scheduled for hearing at the **HOME** or another location within the county where the **HOME** is located. In scheduling the hearing the arbitrator will set a time and date that is reasonably convenient to all the parties.

Step 3 The Arbitration Hearing. The parties at the arbitration hearing will include the arbitrator, **YOU**, **US** and/or a third party designated by **YOU** or **US** or acting on **YOUR** or **OUR** behalf. Any party to the proceeding may be represented at the hearing. All persons who are parties to the arbitration, as well as representatives and witnesses, are entitled to attend hearings.

After evidence is presented by **YOU**, **US** or **YOUR** or **OUR** representatives, a decision will be rendered by the arbitrator. The decision is final and binding on **YOU** and **US**. The arbitrator may grant any remedy, including statutory remedies, and other relief that the arbitrator deems just and equitable and within the scope of this **LIMITED WARRANTY** or other applicable agreements.

The arbitrator will decide any dispute between the parties, as described above. Where a **CONSTRUCTION DEFECT** is alleged, the arbitrator will determine whether the alleged **CONSTRUCTION DEFECT** exists and whether it is **OUR** responsibility. If the arbitrator finds **US** responsible for a **CONSTRUCTION DEFECT**, **WE** shall be obligated to perform in accordance with **OUR Warranty Obligations** as described in **Section II** above.

In connection with a **CONSTRUCTION DEFECT** dispute, the arbitrator retains jurisdiction and authority to decide any dispute as to the required scope of repair and the cost to repair the **CONSTRUCTION DEFECT**. In deciding such disputes, the arbitrator considers the terms of this **LIMITED WARRANTY**, any third-party evaluations, binding bids for repair work supplied by either of the parties, any estimates of diminished fair market value, and such other information submitted by the parties and deemed relevant by the arbitrator. Except where otherwise directed by the arbitrator's award, the decision to repair, replace, or to make payment to **YOU** in lieu of repair or replacement is at **OUR** or **OUR** authorized representative's sole option. The arbitrator will also render a decision as to any other claims, disputed matters or issues stated in the Binding Arbitration Request Form.

Step 4 **OUR** Arbitration Performance Obligations. If an arbitrator concludes that **WE** are responsible for a **CONSTRUCTION DEFECT**, **WE** will perform in accordance with the arbitrator's decision within sixty (60) days from the date of the award or such greater time as may be allowed by the arbitrator's

decision. Delays caused by circumstances beyond **OUR** or **OUR** representative's control shall be excused.

Step 5 Disputes As To Compliance With The Award. If there is any dispute as to **OUR** compliance with an arbitrator's award, either party shall so inform **PWC** in writing at its mailing address specified in this **LIMITED WARRANTY**. **PWC** will mediate this dispute and if it cannot be resolved, either party may request a compliance inspection arbitration to decide the question of compliance with the arbitration award. If it is determined that **WE** have not properly performed, **WE** will be obligated to immediately comply. As with the original arbitration award, any such subsequent arbitration rulings shall be enforceable by any court of competent jurisdiction.

VIII. General Conditions

A. Separation of This **LIMITED WARRANTY** From The Contract Of Sale

This **LIMITED WARRANTY** is separate and independent of the contract between **YOU** and **US** for the construction and/or sale of the **HOME** or transfer of the **COMMON ELEMENTS**. Except as otherwise expressly provided herein, the provisions of this **LIMITED WARRANTY** shall in no way be restricted or expanded by anything contained in the construction and/or sales contract or other documents between **YOU** and **US**.

B. Transfer to Subsequent **HOMEOWNERS**

This **LIMITED WARRANTY**, subject to all of its terms and conditions, including, but not limited to, its mandatory binding arbitration provision, will transfer to new owners of the **HOME** for the remainder of the **WARRANTY PERIOD**. **YOU** agree to provide this **LIMITED WARRANTY** to any subsequent purchaser of the **HOME** as a part of the contract of sale of the **HOME**. Please see the form "SUBSEQUENT HOME BUYER ACKNOWLEDGEMENT AND TRANSFER" contained at the end of this document.

C. Transfer of Manufacturer's Warranties

WE assign to **YOU** all the manufacturer's warranties on all appliances, fixtures and items of equipment that **WE** installed in the **HOME**. Should an appliance or item of equipment malfunction **YOU** must follow the procedures set forth in that manufacturer's warranty to correct the problem. **OUR** obligation under this **LIMITED WARRANTY** is limited to the workmanlike installation of such appliances and equipment. **WE** have no obligation for appliances and equipment defined as **CONSUMER PRODUCTS**.

D. Recovery Rights

If **WE** or a third party designated by **US** or acting on **OUR** behalf repairs, replaces or pays the cost to repair or replace **CONSTRUCTION DEFECT**, or other related damage to the **HOME** or the **COMMON ELEMENTS** covered by this **LIMITED WARRANTY**, or if **WE** elect to pay the diminished market value of the **HOME** in lieu of repair or replacement of a **CONSTRUCTION DEFECT**, **WE** are then entitled, to the extent of **OUR** cost or payment, to take over **YOUR** related rights of recovery from other people and entities, including but not limited to, other warranties and insurance. **YOU** have an obligation not to make it harder for **US** to enforce these rights. **YOU** agree to sign any papers, deliver them to **US**, and do anything else that is necessary to help **US** exercise **OUR** rights.

E. General Provisions

1. If any provision of this **LIMITED WARRANTY** is determined to be unenforceable, such a determination will not affect the remaining provisions. If this **LIMITED WARRANTY** or any provision herein is

determined to be unenforceable as to a **HOMEOWNERS ASSOCIATION** or a specific **HOMEOWNER**, such a determination will not affect the enforceability of this **LIMITED WARRANTY** or such provision as to any other **HOMEOWNERS ASSOCIATION** or any other **HOMEOWNER**. The issue of enforceability, as well as all other issues, will be determined by Binding Arbitration as provided for in this **LIMITED WARRANTY**.

2. This **LIMITED WARRANTY** and the binding arbitration process are binding on **YOU** and **US**. It is also binding on **YOUR** and **OUR** heirs, executors, administrators, successors, and assigns.
3. As may be appropriate, the use of the plural in this **LIMITED WARRANTY** includes the singular, and the use of one gender includes all genders.

IX. Definitions

BUILDER means the individual, partnership, corporation or other entity which participates in the Warranty Program administered by the Professional Warranty Service Corporation and provides **YOU** with this **LIMITED WARRANTY**. Throughout this document the **BUILDER** is also referred to as "**WE**", "**US**" and "**OUR**".

COMMON ELEMENTS means the property as specified in the recorded Covenants, Conditions and Restrictions as common area and any other property as to which the **HOMEOWNERS ASSOCIATION** has standing under the law to make a claim. This may include, but is not limited to, streets, slopes, the structure or components of enclosure or other parts of the **HOME**, corridors, lobbies, vertical transportation elements, rooms, balconies, clubhouses or other spaces that are for the common use of the residents of the development in which the **HOME** is located. **SYSTEMS** serving two or more **HOMES**, and the outbuildings that contain parts of such **SYSTEMS** are also included in this definition.

CONSEQUENTIAL OR INCIDENTAL DAMAGES means any loss or injury other than:

- A. **OUR** cost to correct a **CONSTRUCTION DEFECT** including the correction of those surfaces, finishes and coverings damaged by the **CONSTRUCTION DEFECT**;
- B. **OUR** cost to repair or replace, at market value, furniture, carpet or personal property damaged by the **CONSTRUCTION DEFECT**;
- C. **OUR** cost to repair damage to the **HOME** which occurs in the course of **OUR** repair or replacement of a **CONSTRUCTION DEFECT**;
- D. The reasonable cost of the **HOMEOWNER'S** alternative shelter when the **HOME** is temporarily uninhabitable due to a **CONSTRUCTION DEFECT** and while the **HOME** is rendered uninhabitable by the work necessary to repair a **CONSTRUCTION DEFECT**.

Time **YOU** take off from work and/or **YOUR** inability to work from the **HOME** as a result of a **CONSTRUCTION DEFECT** or the repair/replacement of a **CONSTRUCTION DEFECT**, are among those damages considered "**CONSEQUENTIAL OR INCIDENTAL DAMAGE**" and are excluded under this **LIMITED WARRANTY**. Diminished fair market value of the **HOME** is also among those damages considered "**CONSEQUENTIAL OR INCIDENTAL DAMAGE**" and is excluded under this **LIMITED WARRANTY** notwithstanding that **WE** reserve the right to elect to pay **YOU** diminished fair market value in lieu of **OUR** repair, replacement or payment for the cost to repair or replace a **CONSTRUCTION DEFECT**.

CONSTRUCTION DEFECT(S) means a condition in the materials or workmanship used in constructing the **HOME** and/or the **COMMON ELEMENTS** that:

- materially affects the structural integrity of the **HOME** or the **COMMON ELEMENTS**; or
- has an obvious and material negative impact on the appearance of the **HOME** or the **COMMON ELEMENTS**; or
- jeopardizes the life or safety of the occupants of the **HOME** or the users of the **COMMON ELEMENTS**;
or
- results in the inability of the **HOME** or the applicable **COMMON ELEMENTS** to provide the functions that can reasonably be expected in such a **HOME** or **COMMON ELEMENT**.

CONSUMER PRODUCT means any piece of equipment, appliance or other item that is a **CONSUMER PRODUCT** for purposes of the Magnuson-Moss Warranty Act (15 U.S.C. § 2301, et seq.) installed or included in the **HOME**. Examples of Consumer Products include, but are not limited to, dishwasher, garbage disposal, gas or electric cook-top, range, range hood, refrigerator or refrigerator/freezer combination, gas oven, electric oven, microwave oven, trash compactor, automatic garage door opener, clothes washer and dryer, hot water heater, solar water heater, solar water heating panels, furnace, boiler, heat pump, air conditioning unit, humidifier, thermostat, and security alarm system.

EMERGENCY CONDITION means an event or situation that creates the imminent threat of damage to the **HOME** or **COMMON ELEMENTS**, or results in an unsafe living condition due to a **CONSTRUCTION DEFECT** that **YOU** (or as applicable, the **HOMEOWNERS ASSOCIATION**) become aware of at a point in time other than **OUR** normal business hours and **YOU** were unable to obtain **OUR** or **OUR** authorized representative's prior written approval to initiate repairs to stabilize the condition or prevent further damage.

HOME means a single family residence either attached or detached covered by this **LIMITED WARRANTY** and the land on which it sits, or a condominium or cooperative unit in a multi-unit residential structure/building covered by this **LIMITED WARRANTY**, and the land on which it sits, except to the extent such unit, structure/building or land is part of the **COMMON ELEMENTS**.

HOME BUILDER'S LIMITED WARRANTY means only this express warranty document provided to **YOU** by **US**.

HOMEOWNER means the first person(s) to whom a **HOME** (or a unit in a multi-unit residential structure/building) is sold, or for whom such **HOME** is constructed, for occupancy by such person or such person's family, and such person's(s') successors in title to the **HOME**, or mortgagees in possession and any representative of such person(s) who has standing to make a claim on that person(s) behalf, including any class representative or **HOMEOWNERS ASSOCIATION** making a claim in a representative capacity.

HOMEOWNERS ASSOCIATION means a profit or nonprofit corporation, unincorporated association, organization, partnership, assessment district, limited liability company, limited liability partnership or other entity of any kind that owns, manages, maintains, repairs, administers, or is otherwise responsible for and has standing to make a claim as to any part of the **COMMON ELEMENTS**.

POLLUTANTS means all solid, liquid, or gaseous irritants or contaminants. The term includes, but is not limited to, petroleum products, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, radon gas, and waste materials, including materials to be recycled.

PWC means Professional Warranty Service Corporation which administers the warranty program in which **WE** participate. As such, **PWC** assumes no other liabilities in connection with this **LIMITED WARRANTY**. The **PWC** mailing address is: **Professional Warranty Service Corporation**
P.O. Box 800 Annandale, VA 22003-0800

SYSTEMS means the following:

- (a) Plumbing system - gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; and water, gas and sewer services piping and their extensions to the tie-in of a public utility connection or on-site well and sewage disposal system.
- (b) Electrical system - all wiring, electrical boxes, switches, outlets, and connections up to the public utility connection.
- (c) Heating, Cooling, and Ventilation system - all duct-work; steam, water and refrigerant lines; and registers, connectors, radiation elements and dampers.

WARRANTY PERIOD shall commence on the date the title to the **HOME** is transferred to the first **HOMEOWNER**. Notwithstanding anything to the contrary set forth in this **LIMITED WARRANTY**, the **WARRANTY PERIOD** for the **COMMON ELEMENTS** of an individual structure/building commences on the date the title for the first **HOME** in the structure/building is transferred to the first **HOMEOWNER** or, as concerns clubhouses or outbuildings or other **COMMON ELEMENTS** not part of the **HOME**, the earlier of the date of substantial completion or the date title to these structures is transferred to the **HOMEOWNERS**

ASSOCIATION. The dates the **WARRANTY PERIOD** begins and ends are indicated on the Limited Warranty Validation Form which is attached to and made part of this **LIMITED WARRANTY**.

WE, US, OUR means the **BUILDER**.

YOU, YOUR means the **HOMEOWNER** and the **HOMEOWNERS ASSOCIATION**.

SAMPLE

BINDING ARBITRATION REQUEST FORM

Prior to requesting binding arbitration under the terms of the HOME BUILDER'S LIMITED WARRANTY, the initiating party should have sent the other party a clear and specific written request outlining the claim(s) or dispute(s) that are being submitted for decision through binding arbitration. If you have taken this step and believe the other party has not satisfactorily responded in accordance with the HOME BUILDER'S LIMITED WARRANTY, fill out this form and send it to PWC along with the arbitration filing fee. Be sure to attach a copy of all pertinent correspondence between you and the other party relative to the issue.

The information you need to fill out this form can be found on the Limited Warranty Validation Form. However, if you do not know the answers to any questions, write "Don't Know." Please do not leave any item blank.

Homeowner name(s): _____

Address: _____

_____ CITY STATE ZIP

Home Phone : (_____) _____ Business Phone: (_____) _____

LIMITED WARRANTY #: _____ Date Warranty Period begins: _____

Builder's Name: _____

Address: _____

Business Phone: (_____) _____

Describe the dispute that you wish to submit to binding arbitration under the terms of the HOME BUILDER'S LIMITED WARRANTY. If the dispute is relative to a construction defect please include information on when the construction defect(s) first occurred or when you first noticed the construction defect. (Attach additional sheets, if necessary).

I/we are hereby requesting PWC to initiate a binding arbitration to resolve the dispute described herein above.

Signature Date Signature Date

INSTRUCTIONS: Photo-copy this form and complete the fields.
Obtain the required arbitration filing fee by contacting PWC at 1-800/850-2799.
Send this Binding Arbitration Request Form and the arbitration filing fee to:

**PROFESSIONAL WARRANTY SERVICE CORPORATION
P. O. BOX 800
ANNANDALE, VIRGINIA 22003-0800**

SUBSEQUENT HOME BUYER ACKNOWLEDGMENT AND TRANSFER

Any coverage remaining under the **HOME BUILDER'S LIMITED WARRANTY** applicable to the home specified on the Limited Warranty Validation Form is transferred to the subsequent homeowner.

The undersigned home buyer(s) hereby acknowledge and agree:

I/we acknowledge that I/we have reviewed, understand and agree to all the terms of the **HOME BUILDER'S LIMITED WARRANTY** document (PWC Form No. 117).

I/we understand and acknowledge that Professional Warranty Service Corporation ("PWC") is not the warrantor of the **HOME BUILDER'S LIMITED WARRANTY**.

I/we understand that I/we am/are responsible for the maintenance of the home including maintenance of the grade of the land surrounding the home, and that the Builder shall not be responsible for any defect or damage to the home which is the result of my/our failure to maintain the home.

I/we acknowledge and agree to the Binding Arbitration Procedure contained in the **HOME BUILDER'S LIMITED WARRANTY**.

Signature(s) of Subsequent Home Buyer(s): _____ Date: _____

_____ Date: _____

Print above name(s): _____

Re-issuance of the Limited Warranty Validation Form with the name(s) of the new Home Buyer(s) is not necessary for you to receive the coverage remaining under the **HOME BUILDER'S LIMITED WARRANTY**. Upon receipt of this signed form, PWC will update its records to reflect the name(s) of the new homeowner(s). If you want PWC to issue another Limited Warranty Validation Form with your name(s) on the form, please check the box below and send a check in the amount of \$20.00 made payable to "PWC" with your submission of this form.

YES, re-issue the Limited Warranty Validation Form in the above name(s) (check box) Initial _____

Address of Home: _____

Limited Warranty No.: _____

INSTRUCTIONS: Photo-copy this form. Provide information requested, sign, fill in Limited Warranty # in the space provided (this number is provided on the Limited Warranty Validation Form), and provide a telephone number where you can be reached (_____) _____. If you want the Limited Warranty Validation Form reissued in your name, enclose your check to PWC in the amount of \$20.00 (check box above and initial). To reach PWC by phone, call: 1-800/850-2799.

Mail this form and a photocopy of applicable settlement/closing documents indicating transfer of title, to:

PROFESSIONAL WARRANTY SERVICE CORPORATION P.O. BOX 800 ANNANDALE, VA 22003-0800

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Performance Standards

The following performance standards are to assist in determining whether a condition constitutes a construction defect, subject to the terms and conditions of the Home Builder's Limited Warranty and the 15-Year Structural Limited Warranty. Such conditions should be reported to the builder for determination.

Arches and Masonry Openings

1. Masonry – Warranty Tolerance: Crack of 1/4 inch in width in masonry, or settlement in span of masonry opening of 1/2 inch.

Floor Systems

1. Structural Concrete – Warranty Tolerance: Crack of 1/4 inch in width and 1/4 inch vertical displacement.
2. Joists – Warranty Tolerance: Deflection of 1 inch in 10 feet.
3. Trusses – Warranty Tolerance: Deflection of 1 inch in 10 feet.
4. Floor System Noise – Warranty Tolerance: Noises in floor systems are common and do not constitute a structural defect. Therefore they will not be repaired.
5. Floor Vibrations – Warranty Tolerance: Floor vibrations are common and do not constitute a structural defect. If floor system components are within allowable deflection limits, no repair will be made.

Foundation and Precast Lintels

1. Concrete Beams – Warranty Tolerance: Crack of 1/8 inch in width, or Deflection of 1/4 inch in 30 inches.
2. Wood Beams: Built-up, Laminated or Solid – Warranty Tolerance: Deflection of 1 inch in 10 feet.
3. Footings – Warranty Tolerance: Crack of 1/2 inch in width. Settlement causing a variance of 1" in 15 feet.
4. Concrete Walls – Warranty Tolerance: Crack of 1/4 inch in width and 1/4 inch vertical displacement, or out-of-plumb 1/4 inch in 12 inches measured from base of wall.
5. Masonry Walls – Warranty Tolerance: Crack of 3/8 inch in width and/or 3/8 inch vertical displacement, or out-of-plumb 1/4 inch in 12 inches measured from base of wall.
6. Concrete Columns – Warranty Tolerance: Bow of 1/2 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column.
7. Masonry Columns – Warranty Tolerance: Out-plumb 1/4 inch in 12 inches measured from base of column.
8. Steel Columns – Warranty Tolerance: Bow of 1 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column.
9. Wood Columns – Warranty Tolerance: Bow of 1 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column.

Performance Standards (continued)

Lintels and Headers

1. Concrete, Masonry, Steel or Wood – Warranty Tolerance: Deflection of 1/4 inch in 4 feet.

Roof Framing

1. Ridge Beam – Warranty Tolerance: Deflection of 1 inch in 10 feet.
2. Rafters (Common, Jack or Valley/HIP) – Warranty Tolerance: Deflection or bow of 1 inch in 10 feet.
3. Ceiling Joists – Warranty Tolerance: Deflection of 3/4 inch in 10 feet.
4. Trusses – Warranty Tolerance: Deflection of 1 inch in 10 feet.

Structural Beams and Girders

1. Steel – Warranty Tolerance: Deflection of 1/2 inch in 8 feet.
2. Wood (Solid, Built up, or Laminated) – Warranty Tolerance: Deflection of 1 inch in 10 feet.

Structural Columns

1. Concrete – Warranty Tolerance: Bow of 1/2 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column.
2. Masonry – Warranty Tolerance: Out-of-plumb 1/4 inch in 12 inches measured from base of column.
3. Steel – Warranty Tolerance: Bow of 1 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column.
4. Wood – Warranty Tolerance: Bow of 1 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column.

Load Bearing Walls and Partitions

1. Studs – Warranty Tolerance: Bow or cup of 1 inch in 10 feet.

For the purposes of the performance standards, deflection means the difference in elevation of high and low points along a diagonal, horizontal, or vertical plane caused by stress induced deformation of a load bearing member. Deflection is measured from any two end points and a third reference point. The reference point may be located at any distance between the two end points. Deformations due to defects in materials are covered only under the Home Builder's Limited Warranty.

15-YEAR STRUCTURAL LIMITED WARRANTY ADDENDUM TO THE HOME BUILDER'S LIMITED WARRANTY

Our **15-YEAR STRUCTURAL LIMITED WARRANTY** is part of the coverage provided by and is subject to all of the provisions of the **HOME BUILDER'S LIMITED WARRANTY** for the length of the **WARRANTY PERIOD** identified on the Limited Warranty Validation Form. After the expiration of the **WARRANTY PERIOD** for the **HOME BUILDER'S LIMITED WARRANTY**, this **15-YEAR STRUCTURAL LIMITED WARRANTY** will continue in full force and effect for the Homeowner until the 15th anniversary of the closing of sale of the home to the original homeowner, the "Extended Warranty Period". During the Extended Warranty Period, the **15-YEAR STRUCTURAL LIMITED WARRANTY** remains subject to all of the provisions of the **HOME BUILDER'S LIMITED WARRANTY** subject to the following modifications:

1. The definition of "**CONSTRUCTION DEFECT(S)**" shall mean only a condition in the materials or workmanship of the roof structure, foundation, walls and floors of the **HOME** that significantly affects the load bearing functions of the **HOME**.
2. The definition of "**CONSEQUENTIAL OR INCIDENTAL DAMAGES**" shall mean any loss or injury other than (a) our cost to correct a **CONSTRUCTION DEFECT**; (b) our cost to repair damage to the **HOME** which occurs in the course of **OUR** repair or replacement of a **CONSTRUCTION DEFECT**; or (c) the reasonable cost of the **HOMEOWNER'S** alternative shelter where the **HOME** is temporarily uninhabitable due to a **CONSTRUCTION DEFECT** and while the **HOME** is rendered uninhabitable by the work necessary to repair a **CONSTRUCTION DEFECT**.

Time **YOU** take off from work and/or **YOUR** inability to work from the **HOME** as a result of a **CONSTRUCTION DEFECT**, are among those damages considered "**CONSEQUENTIAL OR INCIDENTAL DAMAGE**" and are excluded under this **LIMITED WARRANTY**. The cost to repair or replace furniture, carpet or personal property damaged as a result of a **CONSTRUCTION DEFECT**, and/ or the diminished fair market value of those items are also among the damages considered "**CONSEQUENTIAL OR INCIDENTAL DAMAGE**" and are excluded under this **LIMITED WARRANTY**. In addition, diminished fair market value of the **HOME** is considered "**CONSEQUENTIAL OR INCIDENTAL DAMAGE**" and is excluded under this **LIMITED WARRANTY** notwithstanding that **WE** reserve the right to elect to pay **YOU** diminished fair market value in lieu of **OUR** repair, replacement or payment for the cost to repair or replace a **CONSTRUCTION DEFECT**.

3. The second bullet point at the end of the first paragraph of Section II is deleted in its entirety.

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4. Section II, paragraph A(1) and paragraph A(2) are deleted in their entirety. Neither the performance standards contained in the Customer Care Manual nor the Residential Construction Performance Guidelines published by the National Association of Home Builders, shall be considered in determining whether a condition constitutes a **CONSTRUCTION DEFECT** during the Extended Warranty Period. If **WE** dispute the existence of a **CONSTRUCTION DEFECT** and the dispute is submitted to binding arbitration, the parties agree that only Section II, paragraph A, items 3 through 7, both inclusive will be used in the determination.

5. The second paragraph in Section IV is deleted in its entirety.

This 15-Year Structural Limited Warranty Addendum is intended to be a part of the **HOME BUILDER'S LIMITED WARRANTY** and it shall be interpreted and applied as if it were written into that document, **as modified herein**. To the extent of any conflict, this **15-YEAR STRUCTURAL LIMITED WARRANTY ADDENDUM** shall prevail.

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M/I HOMES

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